GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE

MENT

SUPPLEMENTAL AGREEMENT NO.	9CT 1 4 1999
TO LEASE NO.	

06P-99037

SUPPLEMENTAL LEASE AGRE	ŧ٤
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ADDRESS OF PREMISES

1500 West Gospace Drive, Independence, MO

150 Space Center Loop Lee's Summit, MO 6406

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THIS AGREEMENT, made and entered into this date by and between

Space Center Kansas City, Inc.

whose address is

a Minnesota Corporation

1500 West Geospace Drive

 $Independence, MO~64056\\ hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.$

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective_ _ , as follows:

1. Addendum 1, Paragraph A.1. of the said Lease is deleted and replaced as follows: "A.1. Stack I Area: This floor is to be constructed level in the east west direction, and is to slope not more than 0.6% in a north-south direction. Based upon the preliminary survey, the northern most elevation of the concrete floor will be 79.00 feet and will slope to the southern most edge to an elevation of 77.47 feet. Add a stair from the stack level into the Reconciliation Area at the door west of Pillar 407. Delete the door into the 2-hour exit corridor on the east end. Install an exit door and exterior stair, or ramp, to the east side of the stack area, south of pillar 402. Construct steps and/or ramps, as necessary, at this door and the exit door between Pillars 392 and 393." No additional costs are associated with this change.

(See Sheet 2A & 2B attached)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

	
LESSOR C	President (Title)
1 (Signatifie)	1500 W. GEDSPICE De Indepartance, Mo 164056
BY	General Services Administration, Public Buildings Service Realty Services Division (official Title)

Contracting Officer

GSA FORM 276 (REV. 7-67)

2. Addendum 1, Paragraph A.5. of the said Lease is deleted and replaced as follows: "A.5. Stack II. Area: This floor is to be constructed level in the east west direction, and is to slope not more than .6% in the north-south direction. Based upon the preliminary survey, the northern most elevation of the concrete floor will be 74.17 feet and will slope to the southern most edge, to an elevation of 72.28 feet. A ramp transition may be required west of pillar 410 and will extend into the Stack II Area. Rotate the dumbwaiter to open towards the south, adjacent to the new ramp.

If the existing adjacent exterior surfaces are not flush, install ramps at exit doors south of Pillar 583 and west of Pillar 586." No additional costs are associated with this change.

- 3. Attachment "A" is the conveyor access door locations. All doors are 3'0" wide and 4'0" high and must have a 'threshold' equal to the mezzanine floor (7'-7" AFF in the stack areas). No additional costs are associated with this change.
- 4. The light switch arrangement is as follows: In the Processing Area and Reconciliation/Data Area install lights to be switched in approximate four equal zones on banks located near the entry doors by Pillar 400 and by Pillar 406. In the FOIA, SAVE and field Ops areas, divide the lights to be switched in the following work zones. The FOIA area shall extend on the west side of Pillar 292 and north of the corridor west of Pillar 294. This zone is to be switched near the entry door by Pillar 293 and another switch near Pillar 294. The SAVE area shall extend from the FOIA boundary on the northwest to Pillars 295 and 387 on the east and be switched on the exterior wall side of Workroom 144. The Field Ops area shall extend from the SAVE boundary on the west to Pillars 296 and 388 on the east and be switched on the exterior wall side of Office 142. No additional costs are associated with this change.
- 5. Part VI., Section 11160 Loading Dock Equipment, B., is deleted and replaced with the following: "B. Provide two standard height dock levelers. Dock area to be ramped down to provide 48 inch high dock with rubber bumpers. Levelers shall be recessed with a hinged-lip that extends and retracts. Levelers to be mechanical operation and designed for a minimum load of 20,000 pounds. Minimum working range shall be 12 inches above and 12 inches below adjoining dock level." No additional costs are associated with this change.
- 6. The Lessor shall furnish and install (maintenance not included) one galvanized steel coiling overhead door with weather stripping; to be located on the east face of the concrete wall between pillars 393 and 402. Door to be 20' wide by 10' high, with 24' steel header, fusible link and manual operator. The total cost to be paid lump sum by the Government is \$7,187.32.
- 7. Paragraph 2, of the said Lease is amended as follows: "TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 15, 1999 through October 14, 2019, subject to termination and renewal rights as may be hereinafter set forth."

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- 8. Paragraph 4, of the said Lease is amended as follows: "The Government may terminate this Lease at any time in whole or part effective on or after midnight October 14, 2009, by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."
- 9. Paragraph 9, of the said Lease is amended as follows: "The Lease term is for twenty (20) years, ten years firm, with the Government having termination rights as set forth in paragraph 4 above. The lease shall expire twenty years from the date of initial occupancy scheduled for October 15, 1999. However, if the initial block of space is occupied prior to or after October 15, 1999, the lease shall run twenty years from the actual occupancy date. The other two blocks of space or any expansions will be for time periods of less than twenty years."
- 10. Paragraph 10, of the said Lease is amended as follows: "Occupancy of the 200,000 rentable square feet is required in three phases with the first block of 95,000 rentable square feet ready for Government occupancy by October 15, 1999. The Lessor hereby grants the Government, at no cost, the right to enter the 95,000 rentable square feet first phase space on or about September 15, 1999, for the purpose of delivering and assembling shelving and related equipment. The parties agree that this shall not constitute "occupancy" by the Government. The second block of 51,000 rentable square feet shall be ready for occupancy by December 1, 1999. The Third block of 54,000 rentable square feet shall be ready for occupancy by October 1, 2000."

All other terms and conditions (parts) of paragraph 10, of the said Lease remain in full force and effect.

11. Paragraph 18, of the said Lease is amended as follows: "A copy of the invoice is to be sent to:

GSA, Realty Services Division (6PEE) Attn: Brian K. Dunlay 1500 East Bannister Road Kansas City, MO 64131-3088"

12. The liquidated damages penalty specified in paragraph 2.9 (page 6) of the said Lease shall not apply to: 1) delays caused by force majeure, which shall include acts of God, labor disputes, unavailability of materials, and other events or circumstances beyond reasonable control of the Lessor and 2) delays caused by the Government, including but not limited to construction change orders initiated or required by the Government, delays by the Government in inspecting or approving the Lessor's work under the Lease and any other interruptions or delays caused by the Government.

INITIALS:

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